

AGREEMENT  
Between the  
ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

and

City of LaSalle  
(Sergeants/Lieutenants)

May 1, 2020 to April 30, 2022

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## **PREAMBLE**

THIS AGREEMENT entered into by the City of LaSalle, Illinois (hereinafter referred to as the “City” or “Employer”) and the Illinois Fraternal Order of Police Labor Council representing the Sergeants and Lieutenants (hereinafter referred to as the “Labor Council or Union”) has as its basic purpose the establishment of: an orderly and harmonious collective bargaining relationship in order to provide to the Citizens of LaSalle the efficient and uninterrupted performance of services; an equitable and peaceful procedure for the resolution of grievances; and an agreement covering wages, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duty authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.1 Recognition**

Pursuant to Sections 6(c) and 9(d) of the Illinois Public Labor Relations Act, the certification of Illinois State Labor Relations Board in Case No. S-RC-10-121, dated July 29, 2010 the City recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT:

Included: All sworn peace officers employed by the City of LaSalle in the ranks of Sergeant and Lieutenant,.

Excluded: All patrol officers; all other employees of the City of LaSalle; all non-sworn employees of the City of LaSalle; supervisors, managerial, professional, short-term and confidential employees within the meaning of the Act; and all other persons excluded from coverage under the Act.

### **Section 1.2 Gender**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

#### **Section 2.1 Prohibition**

The City and the Bargaining unit in the administration of this Agreement, and employees covered by this Agreement, agree not to discriminate against any employee on the basis of race, color, creed, sex, age, national origin, sexual preference, political affiliation and off-duty political activity, exercise of rights provided in the Illinois Public Labor Relations Act or physical or mental disability, all as defined by applicable laws.

#### **Section 2.2 Alleged Violations**

Alleged violations of this provision shall be pursued through the appropriate state or federal court or administrative agency, and not through the grievance process.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 3.1**

The City remains and reserves unto itself all powers, rights authority, duties and responsibilities which statutorily and ordinarily belong to or may be exercised by public employers in the State of Illinois, and has the sole and exclusive right and authority to operate and direct the affairs of the City and all of its departments. In interpreting this provision, the City shall be deemed to have retained in unlimited fashion all rights that it has not expressly modified or relinquished in the Agreement. Accordingly, except as expressly modified or relinquished in the Agreement, the City's reserved and retained rights include, by way of illustration and not by way of limitation, the discretion and right, from time-to-time, to: determine its mission and set standards of service offered to the public; maintain absolute discretion regarding its overall budget; plan, direct, control, and determine the organization structure, composition, function and operations of all City departments and subdivisions; determine the size and composition of the workforce; establish the qualifications for and select all City employees and supervise and direct their work; assign, allocate, evaluate and transfer employees; determine the number of hours of work and shifts per work week; establish and change work schedules and work assignments; introduce new methods of operation; eliminate, contract, relocate or transfer work; establish work standards and maintain efficiency; suspend, demote, discipline or discharge employees for just cause; layoff or relieve employees from duty because of lack of work or other legitimate reasons; and establish and enforce reasonable rules, regulations and policies.



**Section 3.2**

Subject to the provisions of Sections 4 and 7 of the Illinois Public Labor Relations Act, inherent managerial functions, prerogatives, and policy making rights and the impact thereof, whether listed above or not, that the City has not expressly restricted by a specific provision of this Agreement remain vested exclusively with the City and are not subject to the grievance and arbitration procedures contained herein.

The exercise or non-exercise of rights retained by the City shall not be deemed to waive any such right or the discretion to exercise any such right in some other way in the future. The City shall not exercise its right in a manner that is arbitrary, capricious, or contrary to the terms of this Agreement.

**Section 3.3**

The employer may employ part time officers to the extent set forth in the patrol officer's contract.

**ARTICLE 4****DUES DEDUCTION****Section 4.1 Dues Deduction**

Upon receipt of proper written authorization from the employee (see Appendix A), the City shall deduct each month Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

Members who object to these dues based upon bona fide religious tenets or teachings shall pay an amount equal to such dues to a non-religious charitable organization mutually agreed upon by the member and the Union. If the affected

member and the Union are unable to reach agreement on the organization, the organization shall be selected by the member from an approved list of charitable organizations by the Illinois State Labor Relations Board and the payment shall be made to said organization.

#### **Section 4.2 Indemnification**

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

### **ARTICLE 5**

#### **WORK SAFETY**

#### **Section 5.1 Compliance with Laws**

The City agrees to take all reasonable steps to protect the safety and health of its employees. In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All bargaining unit employees shall comply with all safety rules and regulations established by the Employer and are subject to disciplinary action for violations thereof.

#### **Section 5.2 Unsafe Conditions**

No employee shall be required to use any equipment or work under conditions that may be deemed unsafe or illegal. When any equipment or condition is found to be unsafe or is in violation of the law, the employee shall notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or continuing to work under such conditions.

**Section 5.3 Safety Grievances**

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

**Section 5.4 Immunization**

The City agrees to pay all expenses for inoculation or immunization shots for an employee and for members of an employee's immediate family, when it becomes necessary, as a result of the officer's exposure to contagious disease in the line of duty or as recommended by the Illinois Department of Public Health, or as may be required by law.

**ARTICLE 6****NO STRIKE - NO LOCKOUT****Section 6.1 No Strike Commitment**

Neither the Bargaining unit nor any officer, agents or employees will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, no picketing, secondary boycotts, work stoppage, slow down, sit down or other concerted stoppage of work, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the City, regardless of the reason for doing so.

Neither the Bargaining unit nor any officer shall refuse to cross any picket line, by whomever established. Each employee who holds the position of officer of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

**Section 6.2 Resumption of Operations**

In the event of action prohibited by Section 5.1 above, the Bargaining unit agrees to inform its members of their obligation under this Agreement and direct them to return to work, and shall use its best efforts to achieve a prompt resumption of formal operation.

**Section 6.3 Discipline of Strikers**

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 6.4 No Lockout Commitment**

The City will not, as a result of a labor dispute with the Bargaining unit, lockout or prevent officers from performing duties as assigned.

**ARTICLE 7****LABOR MANAGEMENT MEETINGS****Section 7.1 Labor-Management Meetings**

The Union and the City agree that in the interest of efficient management and harmonious employee relations it may be desirable that meetings be held between Union representatives and responsible administrative representatives of the City from time to time so that basic purposes of this Agreement can be achieved. Such

meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a labor/management meeting and expressly providing the agenda for such meeting as well as attendees. These meetings shall be conducted at a mutually agreeable time/date/place. Such meetings shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement, and/or;
- (b) a sharing of general information of interest to the parties.

### **Section 7.2 Purpose**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

### **Section 7.3 Attendance**

Attendance at labor-management meetings shall be voluntary, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time workday.

## **ARTICLE 8**

### **HOURS OF WORK and OVERTIME**

#### **Section 8.1 Normal Workweek And Workday**

12 Hour Shifts

For employees assigned to permanent 12 hour shifts, the normal workday shall consist of a twelve (12) hour workday and an eighty-four (84) hour, two week work period, unless the parties mutually agree to change them according to terms that may be agreed to in accordance with the provisions contained within this Article. An employee's attendance at non-mandatory training shall not result in any overtime or compensatory time at time and one-half. When an employee attends training and his/her shift is adequately staffed, a training day shall be considered a day worked; provided, However an employee shall report for duty for the remainder of his scheduled shift for any training consisting of less than eight(8) hours. Any training consisting of eight (8) hours or more shall be considered a day worked.

The normal work cycle shall be: two (2) days on, two (2) days off,  
three (3) days on, two (2) days off,  
two (2) days on, three (3) days off;  
allowing for every other weekend off.

The starting times of the morning shift shall be 0600 to 1800, and for the evening shift shall be 1800 to 0600.

Employees assigned to special duty such as investigator, task force or school resource officer, may be assigned to an eight (8) hour shift and in such cases the normal work day shall consist of eight (8) hours and the normal work period shall consist of a forty (40) hour week.

For any transitory schedule changes, departing from the normal work cycle, work week or hours, the Employer shall give a minimum of thirty (30) days notice of any intent to change the schedule and ninety (90) days minimum notice of schedule posting.

Shift bidding for all shifts shall take place in October and shall be conducted based on bargaining unit seniority.

### **Section 8.2 Overtime Pay**

Employees shall receive time and one-half overtime pay for all hours worked in excess of their daily shifts {twelve (12) or eight (8) hour} and/or week period {eighty-four (84) or forty (40) hour} consistent with section 8.1 above. In computing overtime pay, all hours worked shall include all paid leave with the exception of sick time. However, if an employee is scheduled for court he or she shall receive the off duty court time pay as noted in Section 8.3 regardless of whether sick leave was utilized or not during the two (2) week pay period.

### **Section 8.3 Off-Duty Court Time**

When an employee is required to spend off-duty time in local court on behalf of the City, the employee shall receive overtime pay for all hours worked with a minimum pay guarantee of two (2) hours' pay at the overtime for court appearances in LaSalle/ Peru. Such guarantee is three (3) hours for court appearances outside of LaSalle/Peru; and four (4) hours, provided the employee actually is in such court outside of LaSalle/Peru for at least one (1) hour.

An Employee scheduled to appear in court shall receive two (2) hours pay if the court appearance is cancelled on the day the employee is to appear.

### **Section 8.4 Overtime List**

There shall be established a rotating overtime callback list amongst the bargaining unit members which shall be used by the Employer to fill overtime vacancies when they occur. The list shall be administered by the Employer and shall be readily available for inspection by any bargaining unit member, at any time. The list shall consist of those employees who elect to participate, in descending order of bargaining unit seniority. When an overtime vacancy occurs for either a sergeant or lieutenant, the Employer shall call the first name on the sergeant/lieutenant's list. Should the employee accept the assignment, his name shall then go to the bottom of the list. Should the Employer not be able to contact an employee, or if a telephone answering machine is reached, or an employee rejects the overtime opportunity, his

name shall remain in the same position on the list. The list shall be followed in descending order until all overtime vacancies have been filled. Should the entire list be used and there are still vacancies available, the Employer then may offer the overtime to employees outside the bargaining unit. In case of a bona fide emergency, the provisions of this Article may be waived. Employees may waive overtime by filing a voluntary overtime waiver (See Appendix C). Withdrawal of Overtime waiver may be filed at any time. (See Appendix D).

In the case of overtime assignments of three (3) hour duration or less, there shall be a separate overtime list that shall be administered in the same manner as detailed above.

#### **Section 8.5 Callback**

An employee covered by this Agreement who is called back to work at a time he is not regularly scheduled to be there shall receive a minimum of two (2) hours' pay at the time and one-half (1½) rate. A call back is defined as an assignment of work that does not immediately precede or follow an employee's regularly scheduled shift.

#### **Section 8.6 Holdover**

An employee who works past the end of his regularly scheduled shift shall receive holdover overtime, payable and rounded up in thirty (30) minute increments, provided the overtime is authorized.

#### **Section 8.7 Training Pay**

Employees shall receive overtime for all hours worked for training off-duty that is mandated by the Employer. Training off-duty that occurs as a result of an employee volunteering for same, and with the prior approval of the Chief of Police, may only be compensated with compensatory time on an hour for hour basis, in lieu of cash.



**Section 8.8 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 8.9 Trading Shifts**

Employees may trade shift so long as it does not create an overtime situation for any employee, subject to approval, however, the approval shall not be unreasonably denied.

**Section 8.10 Secondary Employment**

The Chief will not unreasonably withhold approval of requests by employees to have secondary employment, but such employment shall not interfere with employees' duties with the City or present a conflict of interest. Proof of worker's compensation coverage on such secondary employment may be reasonably required prior to approval.

**Section 8.11 Compensatory Time**

1.

- A. For any employee assigned to work an 8 hour day, the Work Day and Work Week, All time in excess of the hours worked in the normal work day (8 hours) and the normal work week (40 hours) shall be compensated as provided in Section 6.11
- B. For any employee assigned to work a twelve (12) hour day, all time in excess of the hours worked in a normal day (12 hours) shall be compensated as provided in Section 6.11..

**2. Compensation For Overtime** All approved overtime in excess of the hours required by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for at the rate of

time-and-one-half. Such time shall be computed on the basis of completed fifteen (15)-minute segments.

The employee shall have the option of electing pay or compensatory time, at the rate of time-and-one-half, for approved overtime hours worked provided that, employees may accumulate a maximum of sixty (60) hours compensatory time. However, the Chief of Police or his designee, at their discretion may exceed the sixty (60) hour maximum limit. Request for compensatory time should be made three (3) days in advance whenever practicable, and shall not be unreasonably denied. Pay for compensatory time shall be paid in full upon employee's separation from service at the employee's then current straight time rate of pay. The employees shall be allowed to sell back up to twenty (20) hours of comp time for cash each fiscal year by submitting the request(s) in writing to the Chief.

For employees as of ratification of this agreement who have accrued over sixty (60) hours shall have any remaining and accrued hours over the sixty (60) hour maximum placed into a "reserve" a bank of compensatory time. After established no additional time may be added to the reserve bank. However, the employee may at any time upon exhausting their sixty (60) hour active bank, use any or all hours from their reserve.

An employee, who has a reserve bank of unused compensatory time is allowed to accumulate additional hours of compensatory time, but is not allowed to exceed the maximum sixty (60) hours without approval from the Chief of Police or designee.

Under no circumstance shall an employee be denied the ability to sell back any unused time in either their active or reserve bank upon their retirement at their current hourly rate of pay.

3. Posting The Employer shall on the first day of each month post a list showing the cumulative totals of compensatory time for each bargaining unit member, in both their active and reserve banks. This posting shall be made on a bulletin board located in the LaSalle Police Department.

## **ARTICLE 9**

### **HOLIDAYS**

#### **Section 9.1 Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays on the day of their occurrence:

New Year's Day

Veteran's Day

Good Friday

Thanksgiving

Easter

Day After Thanksgiving

Memorial Day

Christmas Eve

July 4th

Christmas Day

Labor Day

#### **Section 9.2 Holiday Compensation**

Employees shall receive eight (8) hours of pay at their then current straight time hourly rate of pay for all of the above listed holidays that shall be added to and become part of their annual base pay.

An employee whose regular scheduled workday falls on any of the above listed holidays shall receive time and one half for all hours worked. The starting time of an employees shift shall determine if the shift falls on a scheduled holiday.

Any employee who is called in to work on a holiday that is not his regular scheduled day to work shall receive double time for all hours worked.

## **ARTICLE 10**

### **VACATIONS**

#### **Section 10.1 Vacation Accrual**

Employees shall earn vacation time on their anniversary date in accordance with the following schedule:

After one year:	one work week	five (5) working days
After two years:	two work weeks	ten (10) working days
After five years:	three work weeks	fifteen (15) working days
After ten years:	four work weeks	twenty (20) working days
After seventeen years:	five work weeks	twenty five (25) working days

After twenty-five years of service an employee shall earn one additional day for each year up to five (5) additional days.

Vacation shall be earned during the year prior to that in which it is taken. The date of hire shall determine when an employee earns an additional week of vacation.

#### **Section 10.2 Scheduling**

A. There shall be prominently posted on or before January 1 of each calendar year a vacation sign-up list. The most senior bargaining unit employee shall have the opportunity to sign-up first, followed by the remaining bargaining unit members in descending order of seniority. An employee may sign up for a maximum of two (2) continuous weeks for the first time the list is presented.

For the second time around, a member may sign up for one (1) additional week of vacation, after which, members may sign up for whatever block of time they choose , in descending order of seniority.

The list shall remain posted until February 28 each calendar year. After that time, vacation time shall be granted on a first-come, first-serve basis, regardless of seniority.

The City shall have the right to cancel previously approved vacation days off only in the event of an emergency. "Emergencies" or "extraordinary circumstances" shall not include instances of staff shortages. Disputes under this section may be referred to arbitration over whether a true emergency or extraordinary circumstance existed and/or what remedy for the cancellation of vacation is appropriate.

B. An employee may elect to carry over up to 1 week (5 days/40 hours) of vacation into the next year.

### **Section 10.3 Payment Upon Separation From Service**

Upon separation from service, for any reason, any and all accrued by unused vacation leave shall be paid to the employee, or his estate, in case of death, at the straight-time hourly rate of pay at the time of separation or death.

On an annual basis (each year) and prior to an employee's anniversary date of hire, an employee may elect to receive payment in lieu of vacation as follows:

- (a) employees with not less than three week (15 days) vacation may elect to receive compensation for one week (5 days) of accrued vacation;
- (b) employees with four weeks(20 days) or more weeks of accrued vacation may elect to receive compensation for up to two weeks (10 days) of accrued vacation.

## **ARTICLE 11**

### **SICK LEAVE**

#### **Section 11.1 Accrual and Use**

All employees shall accrue eight (8) hours of sick leave pay per month starting from their date of hire. Sick leave may be taken in not less than one (1) hour increments, when an employee uses a full day of sick time (12 hours for 12 hour shift employees, 8 hours for 8 hour shift employees), his accrual bank shall be reduced by 12 hours for 12 hour shift employees or 8 hours for 8 hour shift employees unless the use of sick time is related to a catastrophic illness or injury as defined in Section 11.4. In the event that sick leave is utilized in relation to a catastrophic illness as defined in Section 11.4 sick time shall then be deducted at the rate of 8 hours per day regardless of the length of shift (8 or 12). There shall be no limit of the number of sick hours that may be accrued or used by an employee of this bargaining unit for the purposes of sick leave.

Sick leave shall be used only for the illness of the employee and the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

#### **Section 11.2 Verification**

The Employer, at his expense, may require evidence for sick time when there exists just cause to suspect sick leave abuse. Any absence of three (3) consecutive days or more may require verification in the form of a letter designating the ailment, treatment, and the requirement that the employee be absent from work. Employees who abuse sick leave are subject to discipline in accordance with the disciplinary provisions of this Agreement.

### **Section 11.3 Unused Sick Leave and Buyback**

An employee shall be compensated in cash for any and all accumulated unused sick leave up to a maximum of 960 hours at the time of death (payable to spouse), retirement, or separation in good standing from the City of La Salle so long as the employee has a minimum of 10 years of service. The rate of pay shall be determined by the employee's straight time hourly rate of pay at his/her last day of service. Employees shall be given the option to use their sick leave buyback debited on a monthly basis to offset health insurance premiums upon retirement.

### **Section 11.4 Catastrophic Sick Leave**

A catastrophic illness or injury is defined as a serious debilitating illness, injury, impairment, or physical or mental condition that is present for a minimum of three consecutive work days, and that involves:

- A period of illness, injury or treatment connected with inpatient care (e.g., overnight stay) in the hospital, hospice, or residential medical care facility; and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or
- A period of illness or injury (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) that requires the employee to be absent from work at least three consecutive scheduled work days; or
- A period of illness or injury that is long term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc) and that requires the employee to be absent from work for at least three consecutive scheduled work days; or
- An illness or injury which requires multiple treatments (including any period of recovery time there from) either for restorative surgery after an accident or other injury, for a chronic condition, i.e., cancer or kidney disease.

Catastrophic sick leave for illness or injury may be used for the employee as well as the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Employees must promptly provide an appropriate verification of a catastrophic illness or injury or catastrophic event to his/her Department Head or designee (e.g., medical certification of an employee's illness)

An officer having exhausted all accumulated sick time and other paid leave may request up to two hundred (240) additional sick leave hours. Catastrophic illness or injury is considered to be a non-duty related illness or injury which would cause an employee to be off for a period of time without pay that would cause a financial hardship. The first one hundred twenty (120) hours shall be borrowed from an employee's anticipated sick time. The last one hundred twenty (120) hours shall be provided by the City. In the event that sick time is utilized in relation to a catastrophic illness or injury as defined in Section 11.4 sick leave shall be calculated at the rate of 8 hours a day regardless of the length of shift (8 or 12).

An employee having exhausted all accumulated sick time and other paid leave shall make all requests for catastrophic sick leave, in writing, to the Chief of Police for his recommendation to the City administration. Such requests shall not be unreasonably denied.

In the event an employee leaves the employment of the City with a negative sick leave balance, the amount owed shall be deducted from the employee's final paycheck.

## **ARTICLE 12**

### **JURY DUTY**

#### **Section 12.1 Jury Duty**

Employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such



employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

**Section 12.2**

Employees will be required to report for work for any substantial part of the work day not required for jury duty. For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

**ARTICLE 13**

**SENIORITY, LAYOFF, RECALL**

**Section 13.1 Definition of Seniority**

For purposes of this Agreement, seniority shall be defined as:

- a) Bargaining Unit Seniority: an employee's continuous full-time employment from their last date of hire in a position covered by this Agreement.
- b) City-wide Seniority: an employee's continuous full-time employment with the City of LaSalle from their last date of hire.

Bargaining unit seniority shall be recognized for purposes of: shift bid selection; layoff and recall; and vacation sign-up;

Current employees who have previous service as a City employee (as defined in city-wide seniority above) shall then have seniority recognized for purposes of vacation and sick leave accrual and longevity pay (when applicable). For those employees hired after December 31, 1999, there shall be no recognition for previous city employment for shift bid, vacation sign-up, or longevity pay (when applicable).

Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, or from the first day of any authorized unpaid leave of absence or layoffs of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of one's ranking on the eligibility list at the time of hire.

Seniority rights created by this Agreement exist only to the extent expressed herein. Seniority shall not establish any right to the continuation of any work in the City of LaSalle, nor to the continuation of any job classification, but only serves as a qualification for benefits as expressly provided for in this Agreement and for no other purposes.

### **Section 13.2 Seniority List**

On or about February 1 of each year, the City will provide the Bargaining unit with a seniority list of all employees (to include, bargaining unit seniority and City seniority) in the bargaining unit setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) days after the Bargaining unit's receipt of the list.

### **Section 13.3 Termination of Seniority**

Seniority for all purposes and the employment relationship shall be terminated if the employee

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working without the prior approval of the Chief of Police during a leave of absence;

- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off, and fails to respond to a notice of recall within fourteen (14) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Article 11, Section 5 of this Agreement;
- (g) is laid off for a period in excess of twenty-four (24) months or;
- (h) is absent for three (3) consecutive working days without notification to or authorization from the City. Such authorization shall not be unreasonably denied.

#### **Section 13.4 Layoff**

In the event that a reduction in work force is necessary, the City agrees to lay off all temporary, part-time and probationary employees prior to the lay-off of any permanent full-time employees. For the purposes of this Article, a permanent employee shall be defined as an employee, regardless of classification, who has completed the prescribed probationary period.

The City, in its discretion, shall determine when layoffs are necessary, provided that layoffs shall only occur by reason of financial hardship. If it is determined that layoffs are necessary, employees will be laid off in reverse order of seniority. No layoff will occur without at least sixty (60) calendar days' notification to the Bargaining unit. The City agrees to consult the Bargaining unit, upon request, and afford the Bargaining unit an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Employees who are laid off shall be placed on a recall list for two (2) calendar years, after which time seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen

(14) calendar days' notice of recall and notice of recall shall be given by sending same via certified mail, with a copy to the Bargaining unit. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

## **ARTICLE 14**

### **LEAVES OF ABSENCE**

#### **Section 14.1 Funeral Leave**

In the event of the death in the immediate family of an employee (spouse, child, parent, brother, sister, mother/father-in-law, grandparents and grandparents-in-law, grandchild, brother-in-law and sister-in-law), the employee shall be granted three (3) working days off with pay during the period of bereavement. Additionally, one day off with pay shall be granted for the purpose of an employee acting as a pallbearer in a funeral, or for the death of an aunt or uncle.

#### **Section 14.2 Personal Days**

Employees shall receive annually each fiscal year four (4) personal days, to be used at the employee's discretion. Personal leave shall not accrue from year to year.

Requests for personal leave shall be granted on days of the employee's choosing, except on the holidays listed in the Agreement, in which case the request may or may not be granted at the Chief's discretion. Employees shall give as much notice as is practicable. When an employee uses a personal day, eight (8) hours shall be deducted from his accrual bank.

### **Section 14.3 Return to Duty/Limited Duty Status**

When, due to temporary injury or illness, including pregnancy and the birth of a child, an employee is unable to perform his full and normal duties, per their job description, the employee may be assigned to a limited duty status, provided that the employee is physically able to perform such limited duty, the employee's Doctor releases the employee for such limited duty, and such limited duty is available.

Limited Duty may consist of:

- a. answering the telephone
- b. entering reports into the computer
- c. assisting the public
- d. assisting with clerical duties

any other duty assigned by the Chief consistent with the employee's Limited Duty Status.

Limited duty shall not exceed six (6) weeks for the same injury or illness. (Current policy and practice) Employees eligible for limited duty status shall be considered equally on a "first to apply" basis consistent with the provisions of this section.

Eligible employees who are denied limited duty status hereunder shall be reconsidered for such status before employees who subsequently apply.

Limited duty shall not exceed six (6) weeks for the same injury or illness. (Current policy and practice) Employees eligible for limited duty status shall be considered equally on a "first to apply" basis consistent with the provisions of this section.

Eligible employees who are denied limited duty status hereunder shall be reconsidered for such status before employees who subsequently apply.

At no time shall any employee on Limited Duty Status perform on his own initiative or be ordered to perform any duty which would aggravate his injury or illness. The employee will be allowed any necessary time off during the day to continue any rehabilitation or treatments medically required and said time shall not be counted as time worked and shall be deducted from the employee's sick leave bank.

For purposes of this section, an employee who is on Limited Duty Status shall be assigned to a shift as designated by the Chief of Police.

**Section 14.4 Military Leave**

Military leave will be granted as required by applicable federal or state statute.

**Section 14.5 Injury Leave**

Officers sustaining duty related illness or injury shall be covered by the provisions of 5 ILCS 345/1, as amended from time to time.

**Section 14.6 Leave of Absence**

The City may grant a request for an unpaid leave of absence for personal reasons, not to exceed three (3) months. However, a leave of absence may not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere, without prior approval, during such leave may immediately be terminated by the Employer or have the remainder of the unpaid leave terminated immediately. The denial of a request for an unpaid leave of absence may not be grieved.

**Section 14.7 Family and Medical Leave Act (FMLA)**

The provisions of the federal Family and Medical Leave Act shall apply to members of this bargaining unit.

**Section 14.8 Maternity and Bonding Leave**

Employees who give birth and the father of a newborn or employees who adopt a child shall receive eighty (80) hours leave with full pay and benefits for the birth or adoption and bonding.

## **ARTICLE 15**

### **DISCIPLINE**

#### **Section 15.1 Discipline/Discharge**

The parties agree with the tenets of corrective and progressive discipline.

Disciplinary action shall include only the following:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Suspension;
- (d) Discharge

#### **Section 15.2 Just Cause**

The City agrees that disciplinary action shall be imposed only for just cause and shall be imposed promptly after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has had a reasonable opportunity to investigate the facts. All disciplinary action normally must take place within thirty (30) days of the date of the alleged offense becoming known to the Chief of Police or his designee or from when he/she should have reasonably known. Should the investigation of an administrative matter take longer than such 30 days from the date it became known, or should have become known to the Employer, then the City bears the burden of showing that additional time to conduct/complete the investigation was warranted. The Chief of Police shall have the authority to discipline an employee, up to and including termination.

#### **Section 15.3 Pre-Disciplinary Meeting**

The employees agree that the pre-disciplinary hearing procedures set forth in Section 13.2 provides full due process for employees. Investigations shall be in compliance with Illinois Compiled Statutes 50 ILCS 725/1 (Peace Officer's Bill of Rights). Nothing in this section is intended or should be construed to waive

employees' right to representation during questioning that the employee reasonably believes may lead to discipline.

Therefore, prior to disciplining an employee or discharging an employee, the City will give at least seventy-two (72) hours of notice to the employee of a meeting at which the potential disciplinary matter will be discussed. In such notice the employee will be advised of the right to have legal representation at the meeting. During the meeting the employee will be informed of the charge(s) against him and given an opportunity to rebut and respond to such charges.

#### **Section 15.4 Written Notice**

Except for oral warnings, the officer shall be notified in writing of disciplinary action imposed, and be advised of the specific nature of the offense and, in response to a written request from an employee shall be given written direction as to future behavior.

#### **Section 15.5 Appeal of Discipline**

The Chief of Police shall have the authority to discipline a member of the bargaining unit, up to and including termination.

(1) Within seven (7) days of receiving discipline an employee who intends to appeal the discipline must make a binding election to appeal the discipline through the Fire and Police Commission ("Commission") procedures or through the grievance procedure as outlined in this agreement. This election must be done in writing and submitted to the Chief of Police or designee.

(2) Failure to make a timely binding election shall operate automatically as a waiver of the employee's and Bargaining Units rights to have the appeal of such discipline processed through the grievance and arbitration procedure of this Agreement.



(3) An employee who elects the Commission appeal process either by election in (1) above or by failing to make an election in (2) above must comply with all time limits and procedures of the Commission, and appeal of an adverse decision by the Commission must be by complaint to the Circuit Court for Administrative Review.

(4) An election of either the grievance and arbitration procedure of the Commission procedure whether by making an election pursuant to (1) above or by failing to make an election pursuant to (2) above, cannot be changed at a later time. Under no circumstances does an employee or the Bargaining unit, jointly or separately, have the right to proceed under both the grievance and arbitration procedure and the Commission procedure.

#### **Section 15.6 Removal of Discipline**

If after a period of one year from the date of receiving an oral or written warning an officer has received no other discipline related to, or for an offense similar to the original warning, the warning shall not be used in any manner or forum adverse to the employee's interest. If after a period of three years from the date of receiving a suspension an officer has received no other discipline related to, or for an offense similar to the original suspension, the record of suspension shall not be used in any manner or forum adverse to the employee's interest.

### **ARTICLE 16**

#### **GRIEVANCE PROCEDURE**

### **Section 16.1 Definition**

A grievance is defined as a dispute or difference of opinion raised by a bargaining unit employee or the Union against the City concerning the application, meaning or interpretation of this Agreement. Disputes or differences and disciplinary matters may be grieved and arbitrated pursuant to the terms of this Article.

### **Section 16.2 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

#### **STEP 1: Chief of Police**

The grievant must file a written grievance (see Appendix B) with the Chief of Police ("Chief") or his designee. Such grievance shall set forth a statement of the grievant's position, the Article of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving officer(s). Within ten (10) calendar days after the grievance has been submitted to the Chief, the grievant and his Union representative, may meet with the Chief or otherwise discuss the grievance. If no agreement is reached in such discussion or no such discussion is held, the Chief's written answer is due within ten (10) calendar days from the date of the meeting or if no meeting is held within ten (10) days from when the grievance was filed.

#### **STEP 2: Appeal to Mayor**

If the grievance is not settled in Step 1 and the grievant wishes to pursue the grievance, the grievant must, within ten (10) calendar days of the date the Chief's answer was received or due, submit the written grievance to the Mayor or his designee. Within ten (10) calendar days of submission of the grievance to the Mayor, the grievant and his Union representative and the Mayor shall meet to discuss the grievance, unless otherwise mutually agreed.

The Mayor's written answer is due within ten (10) calendar days from the date of any meeting held, or within ten (10) days from the date the Mayor received the written grievance in the event no meeting is held.

**STEP 3: Arbitration**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the City's Step 2 written response.

**Section 16.3 Arbitration**

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral by the Union. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the City.
- (c) The City and the Union shall have the right to request the arbitrator to subpoena witnesses or documents.

- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator, cost of a hearing room, and the cost of written transcripts for the arbitrator, if any, shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 16.4 Limitations On Authority Of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or otherwise impose on any party hereto limitations or obligations not specifically provided for in this Agreement or which are contrary to applicable laws. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Union, and the employees covered by this Agreement.

#### **Section 16.5 Time Limit For Filing**

Time is of the essence in filing and processing grievances through arbitration. Consequently, if a grievance is not presented by an employee or the Union within the time limits set forth above, absent extenuating circumstances, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled on the basis of the City's last answer or action. If the City does not answer a grievance or an appeal

thereof within the specified time limits, or does not hold an anticipated meeting pursuant to this provision, the grievance shall be treated as if it has been denied by the City and it shall be automatically advanced to the next step in the grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to extend any of the time limits set forth in this Article.

## **ARTICLE 17**

### **WAGES and other BENEFITS**

#### **Section 17.1 Wages Sergeants**

Effective 05-01-20 Sergeants with the LaSalle Police Department shall receive an initial annual base pay of \$65,968.

Effective 05-01-21 Sergeants with the LaSalle Police Department shall receive an initial annual base pay of \$67,602.

To determine final base wage of Sergeants the Holiday compensation illustrated in Section 9.2, Assignment Stipends illustrated in Section 17.3, Longevity and Christmas Bonuses illustrated in 17.4, and Shift Differential illustrated in Section 17.6 shall be added to the initial base wage to establish the employee's final annual base pay. (See Appendix G for Base Wage and Longevity Matrix)

#### **Section 17.2 Wages Lieutenants**

Effective 05-01-20 Lieutenants with the LaSalle Police Department shall receive an initial annual base pay of \$68,882.

Effective 05-01-21 Lieutenants with the LaSalle Police Department shall receive an initial annual base pay of \$70,589.

To determine final base wage of Lieutenants the Holiday compensation illustrated in Section 9.2, Assignment Stipends illustrated in Section 17.3, Longevity and Christmas Bonuses illustrated in 17.4, and Shift Differential illustrated in Section 17.6 shall be added to the initial base wage to establish the employee's final annual base pay. (See Appendix G for Base Wage and Longevity Matrix)

### **Section 17.3 Assignments**

In addition, a bargaining unit member who has been assigned to perform the duties of:

- a. School Resource Officer (SRO) with the LaSalle Police Dept. will be paid a stipend of an extra \$1200.00 annually, added to their base pay as long as the positions remain a part of the Rank bargaining unit of the LaSalle Police Dept.
- b. Investigators and K-9\_Handler with the LaSalle Police Department will be paid a stipend of an extra \$2000.00 annually, added to their base pay as long as the positions remain a part of the Rank bargaining unit of the LaSalle Police Dept.
- c. A sergeant or lieutenant assigned to the position of Commander shall receive an additional stipend of \$2,500

### **Section 17.4 Longevity and Christmas Bonus**

Employees shall receive the following longevity increase added to their base pay as established by the City's appropriation ordinance:

1% for each year of service up to a maximum of 20 years (20%).

Christmas Longevity shall be granted to all employees covered under this agreement at the rate of Fifty (\$50.00) for each completed year of service from the 1st (first) through the 10th (tenth) year and Seventy-five (\$75.00) for each year of service completed from the 11th (eleventh) year through the 25th (twenty-fifth) year. Employees with 25 years or more shall receive an annual longevity payment of \$1,625.00, added to their base pay as established by the City's appropriation ordinance in the years indicated. Notwithstanding the foregoing to the contrary, the Christmas bonus for all employees who currently receive the bonus shall be frozen, and no other employees shall be hereafter be eligible for such bonus.

Sgt. Scott Samolinski	\$1000.00
Sgt. Michael Smudzinski	\$450.00
Sgt. Thomas Belski	\$150.00
Sgt. Mark Manicki	\$0

**Section 17.5 Retroactive pay**

All retroactive moneys due under this Agreement shall be paid in a separate check within thirty days of ratification by both parties to this Agreement, or sooner, if practicable.

**Section 17.6 Shift Differential**

Employees working between the hours of 6pm - 6am shift shall receive .70/hr. shift differential added to their base salary. This shift differential shall be calculated into payments of all benefits.

**Section 17.7 Clothing Allowance**

(a) Employees shall receive One thousand one hundred dollars [\$1,100] annually, each May, for the purchase of clothing and duty related equipment; to include but not limited to:

uniform shirts,	knives,	hats,
uniform pants,	belts,	gloves,
jackets,	duty gear,	handcuffs,
shoes,	flashlights,	batons,
boots,	batteries,	embroidery,
weapons,	cold weather gear,	cleaning,
ammunition,	rain gear,	dry cleaning,
magazines,	undergarments,	repair,

(b) All employees shall be provided a new ballistic vest by the City of LaSalle and at no cost to the employee upon hire and every five (5) years thereafter that is equal to or better than the Illinois State Police ballistic vest.

#### **Section 17.8 Damaged Apparel/Equipment**

The Employer agrees to repair or replace an employee's prescription eyeglasses, prescription sunglasses or contact lenses if any are damaged in the performance of an employee's duties. Any other items owned by an employee that is damaged or lost in the performance of his duties shall be repaired or replaced up to a maximum of \$100 per item. This shall include, but not be limited to, items such as watches, binoculars, and flashlights. Any item lost or damaged shall be reported as required as soon thereafter as practicable. If any Monies are paid to an employee as part of restitution, such amount shall be reimbursed to the City up to the amount paid by the City.

#### **Section 17.9 "125" or Cafeteria Plan**

The Employer shall establish at no cost to employees a cafeteria or "125" benefits plan which employees may voluntarily elect to participate in. The plan shall allow for the reimbursement of day care and un-reimbursed medical related expenses incurred by an employee or his family.



**Section 17.10 Pension Pickup**

In accordance with applicable IRS provisions, the City shall pick up the pension fund contributions required of each employee under the provisions of 40 ILCS 5/3-125.1. The intent of this provision is to defer the employee's pension contribution from being taxed at the time of the contribution, subject to and in accordance with applicable IRS provisions. This provision does not decrease the employee's obligations to make required pension contributions, nor does it increase the City's obligations to make pension contributions other than as a conduit for employees' contributions. The City makes no guarantee concerning the tax effect of the terms of this section upon employees.

**Section 17.11 Burial Expenses**

The Employer shall pay all reasonable funeral and burial expenses for any employee killed in the line of duty.

**Section 17.12 Canine Handler Pay**

Effective with the first payroll period beginning after the signing of this Agreement, employees assigned to the position of K-9 handler shall, at the Employer's discretion, receive either ½ hour compensation at their overtime rate, or shall be released from duty after 7½ hours for each day they work their regularly scheduled shift.

Employees shall also receive ½ hours' pay at the overtime rate of pay for hours spent training and caring for dogs during their off-duty hours so long as the dog is in their care and control.

**Section 17.13 Inoculations**

The Employer agrees to pay full expenses for inoculation or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including

AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

**Section 17.14 Spouses and Dependents of Officer Killed in the Line of Duty**

The City agrees to comply with the terms of the Public Safety Employees Benefits Act, 820 ILCS 320/10, as amended from time to time.

**Section 17.15 Tuition Reimbursement**

The Employer shall reimburse tuition costs for college courses (associates, bachelors, masters degree programs or classes). Reimbursement shall be limited to four credit hours per semester. Employees must be employed for a minimum of twenty-four months to be eligible for tuition reimbursement. Courses must be in law enforcement or law enforcement related studies, or as approved by the Employer. Reimbursement will be paid at the rate for credit hour for such state institution of higher education (e.g. ISU, NIU, other state colleges or universities or community colleges.) Employees must receive a passing grade in the class to receive tuition reimbursement. Reimbursement will be made after completion of the course with no reimbursement for failing grades or failure to complete the course.

Employees who utilize this benefit will be liable for repayment of the tuition to the Employer, if they voluntarily leave employment. Repayment shall be prorated; 100% repayment due within 12 months of the class; if the employee leaves employment after 12 months from taking the class, up to the 24th month, the repayment will be 66%; if the employee leaves employment after 24 months up to the 36th month, the repayment shall be 33%. After 36 months the employee has no repayment liability.

## **ARTICLE 18**

### **GENERAL PROVISIONS**

#### **Section 18.1 Residency**

There shall be no residency requirement for bargaining unit employees except as provided by state statute.

#### **Section 18.2 Working Out of Classification**

Employees who volunteer to do dispatching will be given LEADS and 911 training and placed on a list of qualified dispatchers. Only such volunteers will be used as dispatchers to cover for vacation and bona fide emergency absences among non-bargaining unit dispatchers, and only such volunteers can be assigned as dispatchers when they need "light duty." Other employees may be assigned as dispatchers to cover for lunch and break periods of non-bargaining unit dispatchers.

#### **Section 18.3 Personnel Records**

Except as otherwise indicated herein, employees shall be able to review their personnel file in accordance with 820 ILCS 40/1 et seq. receive copies, at no cost to the employee, of all information contained in their personnel file. Requests for such review shall be made in writing to the Chief of Police who shall comply with the request as soon as possible, but in no event shall the review take place more than five (5) days after the date of the request. Employees have the right to submit a statement rebutting any information contained within the personnel file, and which shall become part of such file. Information contained within personnel files is restricted and confidential and shall not be made available to the public or any other individual or agency without having a bona fide reason for doing so.

Investigative files or matters re: an ongoing criminal investigation are not available for inspection until the investigation has been completed, after which such files are available pursuant to normal rules of discovery.

**Section 18.4 Indemnification**

The City agrees to indemnify employees in accordance with 65 ILCS 5/1-4-6, Illinois Compiled Statutes, as amended, so long as the employee acted within the scope of his employment and cooperates with the City during the course of an investigation, administration, litigation or defense of any claim.

**ARTICLE 19**

**INSURANCE**

**Section 19.1 Health Insurance**

During the term of this Agreement the Employer shall continue in effect, and employees shall enjoy the benefits, rights and obligations of the current Blue Cross Blue Shield Plan or a substantially similar plan. Effective May 1, 2018 premiums at all benefit tiers shall be split 80/20 (i.e. 80% paid by the Employer, 20% paid by the employee).

If an employee elects to receive the benefits outlined in the High Deductible Health Savings Account Plan (HDHSA), the employer agrees to deposit a specified amount, annually, into the employees HDHSA. The account will be managed by Eureka Savings Bank located in La Salle and the employee is required to set up said account by making contact with the bank. The specified amount the employer agrees to contribute to each current and future employee's HDHSA is as follows:

Employee Only	\$1,000
Employee + Spouse	\$2,000
Employee + Child	\$2,000



**Section 20.2 Authorized Representatives**

Authorized representatives of the Illinois FOP Labor Council shall be permitted to visit the operation of the City during working hours provided such visit does not interfere with the business of the City. "Ride-Alongs" are not permitted.

**Section 20.3 Negotiating Team**

One (1) local bargaining unit member designated as being on the negotiating team who is scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. Designated negotiating team members who are in regular day-off status on the day of negotiations or otherwise off duty will not be compensated for attending the session.

**Section 20.4 Right to Examine**

The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation of any employee pertaining to a specific grievance, at reasonable times and with the employee's consent.

**ARTICLE 21****EMPLOYEE TESTING****Section 21.1 Statement of Policy**

It is the policy of the City of LaSalle and the Sergeants and Lieutenants of the LaSalle Police Department that the public has the right to expect persons employed by the City of LaSalle to be free from the effects of drugs and alcohol. The City of LaSalle has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

### **Section 21.2 Prohibitions**

Employees covered by this Agreement shall be prohibited from:

- (a) consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere while on duty at any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
- (b) illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This section is not intended to limit the duty of the City of LaSalle to enforce the laws of the State of Illinois and all regulations of the City of LaSalle Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

### **Section 21.3 Drug and Alcohol Testing**

Where the Chief of Police has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Chief of Police shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 21.7 below.

### **Section 21.4 Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Chief of Police shall provide the employee with a written notice of

the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 21.5 Test(s) to be Conducted**

In conducting the testing authorized by this Agreement, the City of LaSalle shall:

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA);
- b. ensure that the laboratory or facility selected conforms to all SAMSHA standards;
- c. establish a chain of custody procedure for both sample collections and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- d. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- e. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside for later testing if requested by the employee;



- f. collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- g. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/ mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- h. require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the City of LaSalle inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered). The City of LaSalle will not use such information in any manner or forum adverse to the employee's interests;
- i. consider test results along with all other relevant evidence on the issue of whether or not an employee was under the influence of alcohol;
- j. provide each employee tested with a copy of all information and reports received by the City of LaSalle in connections with the testing and the results at no cost to the employee;
- k. ensure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 21.6 Right to Contest**

The Labor Council and/or employee, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the

significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have any manner restricted, diminished or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion.

#### **Section 21.7 Voluntary Requests for Assistance**

The City of LaSalle shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City of LaSalle may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The City of LaSalle may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the City of LaSalle, through whatever means shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

#### **Section 21.8 Discipline**

Use of alcohol or drugs while on duty is a serious offense, and the City has the right to expect that its police employees will perform their duties in a sober and unimpaired state. Any employee who tests positive for alcohol or any illegal drug, including without limitation improperly used prescription drugs, shall be disciplined in accordance with Article 15 of this Agreement.

**Section 21.9 Psychological Testing**

In the event the Employer has reasonable suspicion to believe that an employee is psychologically unfit for duty the Employer shall have the right to require the employee to undergo psychological evaluation subject to the employee's rights under Illinois law.

**Section 21.10 Physical Fitness Testing**

Employees who choose to participate shall be given the following elements of the POWER Test as developed by the Illinois Law Enforcement Training and Standards Board, based upon the appropriate age and sex criteria in the "POWER CHART":

1 Repetition Maximum Bench Press

1 Minute Sit-Up Test

1.5 Mile Run

Upon successful completion of this test bi-annually, employees shall receive one (1) compensatory day, for each time the test is successfully completed. No employee shall be disciplined for failing any portion of the test or for choosing not to participate in the test.

**ARTICLE 22****SAVINGS CLAUSE**

In the event any provision herein or part hereof be rendered invalid by reason of any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not void this Agreement or invalidate the remaining portions hereof and they shall remain in full force and effect. Upon request, each party will meet to negotiate regarding replacing the provision or parts declared invalid.

## **ARTICLE 23**

### **DURATION AND SIGNATURE**

#### **Section 23.1 Term of Agreement**

This Agreement shall be effective May 1, 2018 and shall remain in full force and effect until April 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

#### **Section 23.2 Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse are continuing for a new Agreement or part thereof between the parties.

#### **Section 23.3 Notice of Demand to Bargain**

Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days prior to expiration. Negotiations between the parties shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

City of LaSalle

Jeff Krave

Chris [Signature]

Carrie A. Brown

\_\_\_\_\_

Illinois Fraternal Order of Police  
Labor Council

[Signature]

[Signature]

Michael [Signature]

[Signature]

[Signature]

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX A**

### **DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.*

Revised 06/28/2018  
Post JANUS

## APPENDIX B



### GRIEVANCE

(Use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

#### STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_ and all applicable  
Articles \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_ and such other relief required to make the grievant  
whole. \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

#### EMPLOYER'S RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

#### STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

#### EMPLOYER'S RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Bargaining Unit No. / Year / Grievance No.

---

### STEP THREE

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

### STEP FOUR

Given To: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative





**APPENDIX C**  
**VOLUNTARY OVERTIME WAIVER**

I, \_\_\_\_\_, HEREBY WAIVE THE RIGHT TO BE CONSIDERED FOR ANY VOLUNTARY OVERTIME ASSIGNMENTS WHICH MAY OCCUR AFTER THE EFFECTIVE DATE AS PRINTED BELOW. BY VOLUNTARILY SIGNING THIS FORM, I, UNDERSTAND THAT MY NAME WILL BE STRICKEN FROM THE OVERTIME ELIGIBILITY LIST AND I WILL NOT BE OFFERED ANY VOLUNTARY OVERTIME DUTY. I FURTHER UNDERSTAND THAT BY WAIVING MY RIGHT TO VOLUNTARY OVERTIME CONSIDERATION, I AM NOT EXEMPT FROM BEING REQUIRED TO PERFORM MANDATORY OVERTIME, AT THE LAWFUL DIRECTION OF THE CHIEF OF POLICE OR HIS DESIGNEES.

BY ASSIGNING MY SIGNATURE HERETO, I UNDERSTAND THAT I AM WAIVING A CONTRACTUAL RIGHT TO BE CONSIDERED FOR VOLUNTARY OVERTIME AND THAT I AM WAVING ANY RIGHT TO FILE A GRIEVANCE ALLEGING THAT THE CHIEF OF POLICE OR ITS AGENTS ACTED IMPROPERLY BY NOT OFFERING ME AN OPPORTUNITY TO WORK ANY VOLUNTARY OVERTIME DUTY. I FURTHER ACKNOWLEDGE THAT MY NOTIFICATION TO WITHDRAW THIS WAIVER MUST BE ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BARGAINING AGREEMENT BETWEEN THE CITY OF LASALLE AND THE BARGAINING UNIT FOR THE RANK OF SERGEANT AND ABOVE FOR THE LASALLE POLICE DEPARTMENT.

DULY EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

**APPENDIX D**  
**WITHDRAWAL OF VOLUNTARY OVERTIME WAIVER**

I, \_\_\_\_\_, HEREBY WITHDRAW MY VOLUNTARY OVERTIME WAIVER, EXECUTED ON \_\_\_\_\_ AND WISH TO RECLAIM MY RIGHT TO BE CONSIDERED FOR ANY VOLUNTARY OVERTIME ASSIGNMENTS WHICH MAY OCCUR AFTER DATE AS PRINTED BELOW. I ACKNOWLEDGE THAT I WAS ELIGIBLE FOR ALL PREVIOUS OVERTIME ASSIGNMENTS THAT WERE OFFERED DURING THE PERIOD OF TIME WHILE I HAD REMOVED MYSELF FROM THE OVERTIME LIST. BY EXECUTING THIS DOCUMENT, IT IS MY INTENT TO BE REINSTATED IN THE APPROPRIATE PLACE ON THE OVERTIME LIST, AS DETERMINED BY BARGAINING UNIT SENIORITY.

BY VOLUNTARILY SIGNING THIS FORM, I UNDERSTAND THAT MY NAME WILL BE PLACED ON THE OVERTIME ELIGIBILITY LIST AND I WILL BE OFFERED VOLUNTARY OVERTIME DUTY, AS IT MAY OCCUR FROM TIME TO TIME, IN ACCORDANCE TO THE PROCEDURES SET FORTH IN THE BARGAINING AGREEMENT BETWEEN THE CITY OF LASALLE AND THE RANK OF SERGEANT AND ABOVE FOR THE LASALLE POLICE DEPARTMENT.

I FURTHER ACKNOWLEDGE THAT ANY NOTIFICATION TO WITHDRAW THIS DOCUMENT, AND BECOME EXEMPT FROM VOLUNTARY OVERTIME CONSIDERATION IN THE FUTURE MUST BE IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BARGAINING AGREEMENT BETWEEN THE CITY OF LASALLE AND THE RANK OF SERGEANT AND ABOVE FOR THE LASALLE POLICE DEPARTMENT.

DULY EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

## **APPENDIX E**

### UNIFORMS AND EQUIPMENT ADVISORY COMMITTEE.

THE BARGAINING UNIT SHALL ESTABLISH A TWO (2) MEMBER UNIFORMS AND EQUIPMENT ADVISORY COMMITTEE. THE COMMITTEE'S FUNCTION WILL BE TO OFFER RECOMMENDATIONS RELATIVE TO ADDITIONS OR DELETIONS IN THE DEPARTMENTS UNIFORMS AND PERSONAL EQUIPMENT PROGRAM. THE RECOMMENDATIONS WILL BE CHanneled THROUGH THE CHIEF OF POLICE. THE BARGAINING UNIT MEMBERS WILL MAKE SURE THAT ALL OFFICERS UNDER THEIR CONTROL ARE WEARING A WELL GROOMED AND TAILORED DEPARTMENT UNIFORM AND ARE IN POSSESSION OF THE REQUIRED EQUIPMENT, THAT THEY ARE REQUIRED TO CARRY PER DEPARTMENT DIRECTIVE SIGNED BY THE CHIEF OF POLICE.

## APPENDIX F

### Base Plus Longevity Matrix

	<u>Sergeant</u>		-	<u>Lieutenant</u>	
	2020	2021		2020	2021
Base	\$65,968	\$67,602		\$68,882	\$70,589
2nd - 1%	\$66,628	\$68,278		\$69,571	\$71,295
3rd - 2%	\$67,287	\$68,954		\$70,260	\$72,001
4th - 3%	\$67,947	\$69,630		\$70,948	\$72,707
5th - 4%	\$68,607	\$70,306		\$71,637	\$73,413
6th - 5%	\$69,266	\$70,982		\$72,326	\$74,118
7th - 6%	\$69,926	\$71,658		\$73,015	\$74,824
8th - 7%	\$70,586	\$72,334		\$73,704	\$75,530
9th - 8%	\$71,245	\$73,010		\$74,393	\$76,236
10th - 9%	\$71,905	\$73,686		\$75,081	\$76,942
11th -10%	\$72,565	\$74,362		\$75,770	\$77,648
12th - 11%	\$73,224	\$75,038		\$76,459	\$78,354
13th -12%	\$73,884	\$75,714		\$77,148	\$79,060
14th -13%	\$74,544	\$76,390		\$77,837	\$79,766
15th - 14%	\$75,204	\$77,066		\$78,525	\$80,471
16th - 15%	\$75,863	\$77,742		\$79,214	\$81,177
17th - 16%	\$76,523	\$78,418		\$79,903	\$81,883
18th - 17%	\$77,183	\$79,094		\$80,592	\$82,589
19th - 18%	\$77,842	\$79,770		\$81,281	\$83,295
20th - 19%	\$78,502	\$80,446		\$81,970	\$84,001
21st - 20%	\$79,162	\$81,122		\$82,658	\$84,707